



Huntsville Public Library
7 Minerva Street East
Huntsville, Ontario, P1H 1W4

Huntsville Public Library Standard Rental Agreement Form

Section F – Conditions of Rental

Insurance:

1. Medium and High Risk Events: the lessee is required to obtain and provide confirmation of the proper insurance policy of general liability insurance to provide coverage to the minimum of 5 million (\$5,000,000.00) dollars per occurrence against loss or damage resulting from bodily injury including death, personal injury, property damage including loss of use thereof and contractual liability in connection with or arising out of the function as a result of any negligence of the applicant group. If alcohol is being served, confirmation of insurance shall include Host Liquor Liability up to the full policy limits. The policy is to contain a cross liability/severability of insured clause. The Corporation of the Town of Huntsville is to be added as an additional insured.
2. Low Risk Events: as the renter of municipal facility, please be advised in the event of a loss resulting from your negligence or your invitee's negligence, you will not be afforded protection under the Town's insurance program. To protect your interests as the renter of the facility, it is recommended that you purchase/have in place general liability insurance for your rental. To assist, insurance can be purchased through the Town.
3. In accordance with the Town of Huntsville By-law 2010-45 smoking is prohibited on Library premises.
4. The user shall not admit to the event more persons than the room posted seating capacity. See Section G of this application.
5. The organization, group or individual booking the space shall give notification of cancellation for the rental at least 72 hours prior to the event to ensure a refund. If such prior notification is not given a cancellation fee of \$20.00 will be charged.
6. The Library is not responsible for any loss of, or damage to, equipment, books, films or other materials belonging to or in the care of the organizer while in use in the Library or while stored with the Library.
7. The rental space must be left in the same condition in which it was found. If the room is not returned to the same condition in which it was found the Library reserves the right to charge a fee.
8. Additional fees apply if the renter requires setup of tables and seating and the request must be included in Section B of the rental application. The Library reserves the right to consider the request but requests may be declined if it is outside the regular operating hours or there is a lack of resources to do so.
9. Additional charges may be applied for failure to vacate the room at the time agreed upon in this

application.

10. If the renter requires an opening or closing of the space after Library Hours of Operation two options are available.
11. The Library reserves the right to allow Library staff, custodial staff, or by-law enforcement to enter the room being used at any time.
12. In consideration of the Renter having rented the premises described earlier in this contract, the Lessee agrees to indemnify and save harmless the Corporation of the Town of Huntsville, Huntsville Public Library, its staff, officers, or agents, from all manner of actions, causes or actions and demands whatsoever which may at any time be commenced by or on behalf of the lessee names above against any or all of them for or by reason of any cause or matter whatsoever arising from rental of these premises.

Force Majeure

The performance of this contract is subject to termination without liability upon the occurrence of any circumstances beyond the control of either party, including but not limited to acts of God, declared war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, communicable diseases including COVID, or curtailment of transportation facilities-to the extent that such circumstances makes it illegal or impossible to provide or use the facilities. The ability to terminate this contract without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical-but in no event longer than ten (10) days-after learning of such basis.

Indemnity Clause

In consideration of the Lessee renting the premises, the Lessee shall indemnify and save harmless the Town of Huntsville, its employees, officers, Members of Council and agents ("Indemnified Parties") from and against any claims, demands, losses, or costs, suffered by or imposed on the Indemnified Parties in respect to any loss, damage, bodily injury, or death, to any person or property, directly or indirectly as a result of entering into this rental contract or the rental of these premises and any operations connected therewith, save and except for the negligence or wilful misconduct of the Indemnified Parties. Without limiting the foregoing, it is understood and agreed that this indemnity shall include legal and investigation expenses incurred in defending any claim by the Indemnified Parties in connection to this contract. Further, it is understood and agreed that the Lessee shall immediately reimburse the Indemnified Parties for any, and all such amounts upon demand.

Deposit/Payment Schedule & Options

At the time of booking a 50% non-refundable deposit is required to confirm space. The next financial commitment would be full prepayment, 7 days in advance of your event date. Payment options for established customers can be negotiated with the Huntsville Public Library.

Insurance

For low-risk events, the Town may offer groups additional insurance through the Municipal Facility Insurance Policy.

For medium and high-risk events the Lessee is required to obtain and provide confirmation of general liability insurance with a minimum of 5 million (\$5,000,000.00) dollars per occurrence against loss or damage resulting from bodily injury including death, personal injury, property damage including loss of use thereof and contractual liability in connection with or arising out of the function as a result of any negligence of the applicant group.

If alcohol is being served, the Town will require the full policy limits of 5 million liquor liability or contingent host liquor liability. The policy is to contain a cross liability/severability of insured clause. The Corporation of the Town of Huntsville is to be added as an insured.

If unsure if your event's risk level, please contact your Town of Huntsville contact.

Insurance will not cover any claim caused directly or indirectly from:

- a. Coronavirus disease (COVID-19);
- b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c. Any mutation or variation of SARS-CoV-2;
- d. Any fear or threat of a.,b. or c. above.
- e. Neurodegenerative injury
- f. PFAS or materials containing PFAS which are per-fluoroalkyl, poly-fluoroalkyl, per-fluorinated or poly-fluorinated substances

This will apply to all events occurring on or after January 1, 2021.

Section G - Occupancy Load

Friends Multipurpose Room

Use with non-fixed seating: 46 people

Use with tables and chairs: 36 people

Standing Space: 87 people

Solarium

With tables and chairs: 20 people

Meeting Room Fee Schedule

Non-Resident and Commercial Rates	Rate
1 Hour	\$30.75
4 Hours	\$123
1 Day	\$175

Regular Rates	Rate
1 Hour	\$28.25
4 Hours	\$113
1 Day	\$155

Not for Profit Rates	Rate
1 Hour	\$24.50
4 Hours	\$98
1 Day	\$123

Additional Fees	Rate
Failure to Vacate Fee	\$50
Room Restoration Fee	\$29

- Friends Multipurpose Room hourly rate up to 3 hours after which 4 hour or Full Day rates above apply.
- Rental fees include use of all equipment (TV, projector, screens, cables etc.).
- Fees include all applicable taxes and cleaning fees.
- Additional fees including insurance are listed on the facilities rental agreement.
- Security fees will be charged if required.
- Seniors Groups qualify for the not-for-profit rate for the rental of library spaces if these requirements are met:
 - Participants are all 60 years of age or older (CFLA Definition of Seniors).
 - Group does not generate revenue.
 - Space cannot be used to create materials that will be sold.